

**MACOMB COUNTY  
BROADBAND WIRELESS ACCESS – PHASE I**

**RFP #05-1031-01**

**REQUEST FOR PROPOSAL DOCUMENT**



**Mount Clemens Downtown Development Authority  
49 Macomb Place  
Mount Clemens MI 48043**

**This RFP is available for download at:  
<http://www.DowntownMountClemens.com>**

**RFP Release: October 31, 2005  
RFP Due Date: January 9, 2006 at 2:00 PM Local Time**

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## **1.0 Introduction**

The City of Mount Clemens Downtown Development Authority (DDA) is issuing this Request for Proposal (RFP) to obtain sealed proposals for the design, integration, operation, management, and maintenance of an internet services network using the wireless technology.

The DDA does not intend to own or operate the wireless network. The DDA plans to license the use of the collected public assets (such as light poles, city/county buildings etc.) where available to network service providers for them to use in the creation of the requested city wide wireless network.

The initial intent (**Phase-I**) of this wireless network is to provide coverage in the downtown area for the city of Mount Clemens. This RFP is soliciting proposals for this downtown area coverage. Upon successful deployment of this wireless network, it is envisioned that this network would be expanded to provide coverage to the entire city of Mount Clemens (**Phase-II**) and eventually the entire county (**Phase-III**). The coverage area required by this proposal and the envisioned coverage areas are illustrated in the Appendix A.

Due to the envisioned expansion (Phase-II and Phase-III) of this network, it is highly desirable that the solution proposed for this proposal should be scalable to provide coverage to the entire city of Mount Clemens and eventually the entire county.

It is the intent of this RFP to provide the necessary information to enable respondents to submit proposals. Because the DDA will not own or operate the network, no specific technologies are being solicited. A series of guidelines have been identified in this proposal to assist the network service providers in the creation of the desired network.

The goals or mission of this wireless network are

- Provide universal and affordable wireless broadband for the specified coverage area(s)
- Provide limited free access to the wireless network
- Support fixed and portable broadband access throughout the specified coverage area(s)
- Promote economic growth and development in Macomb County

It is to be noted that emphasis will be placed on completeness and clarity of content of the proposal. Proposals should be simple, providing a straightforward and concise description of the respondent's capabilities to satisfy the requirements of this RFP. Special bindings, colored displays, etc. or other cost incurring additions are not necessary.

## **2.0 General Conditions**

The General contract conditions for the City of Mount Clemens are provided below. Further, the following documents are provided in appendices of this document for your review.

- (i) Appendix D: Hold Harmless Agreement
- (ii) Appendix E: Insurance Certificate Submittal
- (iii) Appendix F: Performance Bond
- (iv) Appendix G: Sample Contract Form

The general terms and conditions are covered by items A through AT, in this section. It is to be noted to some of these general conditions would only apply to the successful respondent i.e. Contractor of this project.

### **A. CONTRACT PRICE**

Proposals are solicited on the basis of a "nominal specification." Contractor shall provide all equipment, labor and materials required for completion of the project in accordance with project specifications and/or contained on purchase order covering this contract.

### **B. FORM OF PROPOSAL**

All proposals must be made on the form attached hereto. Additional copies of this proposal form for the respondent's files may be obtained on request from the Purchasing Department.

All prices stated in the proposals must be plainly written in words as well as figures.

All information called for on the proposal form must be furnished to enable a fair comparison of the bids.

Each proposal must be enclosed in a sealed envelope addressed to the Purchasing Assistant and endorsed upon the outside with the name of the project as it appears in the advertisement for bids and/or "Request for Proposals".

### **C. CONFORMITY TO PLANS AND SPECIFICATIONS**

Proposals must be made in full conformity to all conditions as set forth in the plans and specifications for the work which are contained in the Request for Proposals, or which may be submitted by the respondent as part of their proposal.

### **D. AGENCY**

Anyone signing a proposal as agent of another or others, must submit with the proposal, legal evidence of the authority to do so.

E.            LEGAL STATUS OF RESPONDENT

The legal status of the respondent as a corporation, partnership, or an individual, must be stated in the proposal. A corporate respondent must name the state in which its articles of incorporation are held, and must give the title of the official having authority under the by-laws to sign contracts. A partnership respondent must give the full names and addresses of all partners.

F.            THIS SECTION INTENTIONALLY LEFT BLANK

G.            OBLIGATION TO EXECUTE CONTRACT

The respondent whose proposal is accepted by the City shall be required to execute the contract, and to furnish sureties hereafter specified, within fourteen (14) days after receiving notice of such acceptance; and in case of refusal or failure of this respondent to do so, it shall be considered to have abandoned all rights and interests in the award, and the bid deposit submitted with the proposal may be in the City's sole discretion, declared to be forfeited to the City as liquidated damages and not as a penalty, and the contract may be awarded to another.

H.            DEFAULT OF CONTRACT

When, in the opinion of the City Manager, the work or any part of the work to be done under this Contract has been abandoned, is unnecessarily delayed, or cannot be completed at the rate of progress, or within the time specified, or the Contractor is willfully violating any of the covenants of this Contract or is carrying it out in bad faith, or has been adjudged as bankrupt, or if the Contractor should make a general assignment for the benefit of creditor of the Contractor, then the City Manager so certifies in writing to the City, and the City in writing may declare the Contractor in default and so notify the Contractor to discontinue the work. The City may then call upon the Sureties to complete the work, or may complete it by other means. The City may recover the cost of completing the work by deducting the amount from any monies due or which may become due the Contractor, and when such monies are insufficient to pay said cost, the amount of the cost in excess of such money shall be paid by the Contractor or by the Surety.

I.            BOND

The successful respondent shall be required to furnish two (2) bonds as follows:

1.            A Performance Bond OR Irrevocable Letter of Credit in an amount not less than 100% of the contract price in favor of the City of Mount Clemens conditioned upon the faithful performance of the contract and completion on or before the date indicated and specified and conditioned upon issuance by surety or bonding company acceptable to the City of Mount

Clemens. Performance Bond shall be executed on the form attached with these general conditions.

2. Labor and Material Bond running to the City of Mount Clemens in an amount not less than 100% of the Contract price for the protection of sub-contractors, material suppliers and labor.
3. General contractor shall supply to the City, a Waiver of Lien for all materials and labor prior to requesting final payment on this project.
4. The "Performance Bond" and "Labor and Material Bond" shall be with a "Bonding" Surety company or carrier that is acceptable to the City of Mount Clemens, in it's sole discretion.

J. INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT

The Contractor shall i.e. successful respondent, at its sole expense, defend the City of Mount Clemens against any and all claims arising out of its performance of the contract and shall indemnify and hold the City of Mount Clemens harmless from any such claim. The Hold Harmless Agreement shall be on Company letterhead and in a form acceptable to the City of Mount Clemens. A sample format is in the appendices.

This format shall be followed to the letter except for the inclusion of the names of the parties to this document.

At the time signed contracts are returned to the City of Mount Clemens, and prior to commencement of any work under the Contract, the Contractor shall furnish to the City of Mount Clemens certificates of insurance showing that the Contractor has obtained, and there is currently in effect, insurance coverages described below. The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph or as modified by specific contract or agreement documents. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan AND shall be with insurance carriers that are acceptable to the City of Mount Clemens.

1. Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
2. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:

- (1) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds" with the following verbiage:

"It is understood and agreed that the following shall be named as Additional Insureds: The City of Mount Clemens, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof."

"This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protections available to the additional insureds, whether said other available coverage be primary, contributing or excess."
5. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named below".
6. Owner's & Contractor's Protective Liability: The Contractor shall procure and maintain during the life of this contract, Owner's & Contractor's Protective/Liability with limits of liability not less than \$1,000,000 per occurrence and/or aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Mount Clemens shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

7. Proof of Insurance Coverage: The Contractor shall provide the City of Mount Clemens, at the time the contracts are returned by to the City for execution, certificates and policies as listed below:
  1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
  2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  4. Original Policy, or original Binder pending issuance of policy, for Owner's & Contractor's Protective Liability Insurance;
  5. If so requested, Certified Copies of all policies mentioned above will be furnished.
8. Expiration: If any of the above coverages expire during the term of this contract, the contractor shall deliver renewal certificates and/or policies to the City of Mount Clemens at least THIRTY (30) days prior to the expiration date.

NOTE: A sample "Certificate of Insurance" is attached for review by the respondent. Certificates of successful respondent, shall be in similar form and in an amount meeting the requirements indicated above. Questions pertaining to any of these documents shall be referred to the party indicated in Appendix "B" of these contract documents.
9. Failure to Maintain Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the contract, the City may at its option, purchase such coverage to and subtract the cost of obtaining such coverage to the Contractor. In obtaining such coverage, the City shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

K. EXAMINATION OF SITE

It is expected that each respondent shall make a personal examination of the entire site of the proposed work and its surroundings. Each respondent shall, before offering its proposal, have obtained first-hand information concerning any probable interference, and the available facilities for transporting, handling and storing construction equipment and materials, and concerning other conditions which may affect work under the Contract.



**L.     LEGAL CONDITIONS**

respondents are notified that they are to acquaint themselves with the various provisions in the Laws of the State of Michigan and in the ordinances and regulations of the City of Mount Clemens and of Macomb County, with respect to the carrying on of public improvements

**M.     SETTLEMENT OF DISPUTES**

Any disputes arising under this Contract shall be settled either by commencement of a suit in Macomb County Circuit Court or by compulsory arbitration, at the election of the City. If the Contractor feels aggrieved, he/she shall advise the City of any dispute he/she has arising out of this Contract and shall demand that the City elect that the dispute is to be resolved by submitting it to compulsory arbitration or by the commencement of a suit in the Macomb County Circuit Court or any other court having jurisdiction. The City shall make its election within 30 days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. The Macomb County Circuit Court or any court having jurisdiction may render a judgment upon the award of the arbitrators. In the event that the City elects not to have the matter in dispute arbitrated or fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Macomb County Circuit Court. In the event that the City feels aggrieved, it shall elect the method of resolving its dispute by either demanding that the matter be arbitrated or by filing a suit in the Macomb County Circuit Court.

**N.     CONFLICT OF INTEREST**

If subsequent to entering into the Contract, a City official, his/her spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest. The City official shall have no vote on any issue involving the Contract during the thirty (30) day period.

**O.     RESPONDENT'S ABILITY**

It is the intention of the City to award the contract for this job to a contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in satisfactory manner and of bringing it to completion within the specified time limit specified. With this end in view, the Form of Proposal may call for at least three (3) references concerning the ability of the Contractor to satisfactorily do this particular class of work. The mere ability to offer bonds will not be taken as sufficient evidence of the responsibility on the part of the respondent. If the Contract is awarded to a foreign company, a Certificate of Authority to do business in the State of Michigan must accompany the executed contract. Furthermore, the respondent shall be required to furnish evidence of his current financial status.

**P.     PAYMENTS**

Partial payments will be made to the Contractor on the following schedule (unless otherwise mutually agreed upon by the parties):

1.     25% of Project completed and billed: Payment of 80% of amount billed.
2.     50% of Project completed and billed. Payment of 90% of amount billed.
3.     75% of Project completed and billed. Payment of 92.5% of amount billed.
4.     100% of Project completed, billed and approved by City. Payment of 95% of amount billed, with balance within 30 days of completion and acceptance by the City.

NOTE: Contractor shall be required to furnish completed "Waiver of Lien" from each subcontractor and/or supplier that has been involved in the work covered by the payment.

**Q.     RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS**

The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect, irregularity or informality in any proposal if it appears advantageous to the City's interests to do so.

In particular, any alterations, erasure, or interlineation in the Specifications, which are made a part, specifically, of these Instructions, or of the Form of Proposal by a respondent shall render the accompanying proposal irregular and subject to rejection by the City.

In case any explanation, additions or alternations are to be offered, they shall be indicated on separate sheets attached to the proposal form and referred to therein.

Proposals which are clearly unbalanced shall be considered as irregular, and will be subject to rejection by the City.

**R.     PAY ITEMS**

Only those items listed in the proposal are pay items, and any other work called for by either plans or specifications is classified as incidental, and the cost shall be included in other prices bid in the proposal.

**S.     PROGRESS SCHEDULE**

The successful respondent shall be required to submit a Progress Schedule to the City prior to execution of the Contract by the City. The Progress Schedule shall be an outline of the Contractor's proposed order of work and shall indicate the dates for completion of the major items of work.

T.     LIQUIDATED DAMAGES CLAUSE

Time is of the essence of this construction. All of the work to be performed by the Contractor shall be completed on or before the date agreed upon in the contract, unless written approval has been granted by the City Manager of the City of Mount Clemens (hereinafter indicated as "City Manager"), granting an extension to a specific later date. The Contractor shall pay to the City of Mount Clemens as liquidated damages, the sum of \$100.00 per day for each calendar day following agreed upon completion date, that the work to be performed by the Contractor is not completed. Liquidated damages are established because of the difficulty of ascertaining actual damages which the City of Mount Clemens might sustain, and not as a penalty.

U.     INTENT OF PLANS' SPECIFICATIONS AND CONTRACT

The intent of the plans, specifications, and contract are to provide for completion of the work in substantial compliance with the details as shown thereon and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies and shall perform all operations required to complete the work in accordance with the specifications, lines, grades and cross sections provided for on the plans or by authorization of the City.

V.     EXTRA WORK

No extra work shall be started or extra material furnished until such extra work or furnishing of extra material is authorized in writing by the City Manager.

The price for such extra work or material must be approved by the City Manager. Said price may be a unit price, or a lump sum price, as determined by the City Manager.

W.     ALTERATION IN CHARACTER OF WORK

Should the Contractor encounter or the City Manager encounter, during the progress of the work, sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, the City Manager's attention shall be called to such conditions immediately before they are disturbed. The City Manager shall thereupon investigate the conditions, and if the City Manager finds that they materially differ from those shown on the plans, and/or indicated in the specifications, the City Manager may make such changes in the plans and/or specifications as may be found necessary for completion of the project.

**X. COORDINATION OF SPECIFICATIONS AND PLANS**

In case of discrepancy, written figures shall govern over numerals, figured dimensions shall govern over scaled dimensions, plans shall govern over standard specifications, supplemental specifications shall govern over standard specifications and plans, and special provisions govern over supplemental specifications.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the City Manager shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

**Y. THIS SECTION INTENTIONALLY LEFT BLANK****Z. AUTHORITY OF CITY MANAGER**

The City Manager shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the Contract by the Contractor.

**AA. INSPECTION**

Inspectors may be appointed by the City Manager to inspect all materials used and all work done. The inspection may extend to all parts of the work and to the preparation or manufacture of the materials used in the work. The Inspectors will not be authorized to revoke, alter, enlarge, or relax any of the provisions of these specifications, nor to change the plans in any part. The inspector of the work will inform the City Manager as to the progress of the work, the manner in which it is being done, and the quality of the materials used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he/she may observe.

In case of any dispute arising between the Contractor and the Inspector as to the materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the City Manager. In no instance shall any action or omission on the part of the Inspector relieve the Contractor of the responsibility of completing the work in accordance with the plans and specifications.

The City Manager and his/her duly authorized inspector, shall at all times have the right to enter the premises upon which the work under this Contract is being done, and to inspect the said work and to ascertain whether or not the construction is carried out in accordance with the terms of the Contract or specifications; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection.

**AB. TIME AND SEQUENCE OF WORK**

The Contractor shall have control over the sequence of order of execution of the several parts of the work to be done under this Contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by these specifications and plans or by the express provisions of the Contract.

**AC. CONSTRUCTION STAKES**

The location, alignment, elevations and grades of the work will be determined by the City, which shall set such stakes as are necessary to properly mark these elements. The Contractor shall assume full responsibility for detail dimensions and elevations measured from lines, grades and elevations so established.

The City may require the Contractor, at the Contractor's expense, to provide such masts, scaffolds, batter-boards, straight-edges, templates or other devices as may be necessary to facilitate laying out, inspecting and constructing the work.

The Contractor shall exercise proper care in the preservation of all stakes set for use by the Contractor or for the use of the City, and if such stakes are damaged, lost, or removed by the Contractor's operations, the cost of resetting may be charged to the Contractor. The City will be responsible for the accuracy of lines, slopes and grades established by the City, except that the Contractor shall not take advantage of any obvious errors or omissions.

**AD. MATERIALS FURNISHED BY THE CITY**

The City may, at its discretion, furnish to the Contractor, any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

**AE. STORED MATERIALS**

Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with the work being prosecuted by the City or by other contractors in the City's employ. Such material shall be stored in such a manner as to facilitate inspection.

**AF. REJECTED MATERIALS**

If any materials used in the work or brought upon the ground, or selected for use in the work, shall be condemned by the City on account of bad or improper workmanship, or as being unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove from the work or its vicinity, without delay, all such rejected or condemned material of whatever kind. Upon failure to do so within forty-eight (48) hours after having been so directed by the City Manager, the condemned material may

be removed by the City and the cost of said removal deducted from any money that is then due or that may thereafter become due to the Contractor. No payment shall be made until such material, work or workmanship has been removed and proper materials and workmanship substituted therefore.

**AG. REMOVAL OF MATERIALS**

The Contractor shall be responsible for the removal of the building in question together with any and all existing materials to a licensed landfill site. In the case of a complete demolition, this shall include removal of an footings, basement floors, concrete or asphalt driveway, any concrete, asphalt or brick pad or foundations of the property and sidewalks, other than the public sidewalk. Contractor is responsible for removal of all debris located on the site.

**AH. WATER SUPPLY**

Water for construction purposes may be taken from the City mains, at no charge, subject to the rules of the City's Water and/or Fire Departments and upon advance approval of same.

**AI. SEWER LEADS**

The Contractor shall be responsible for the capping of an sanitary sewer leads located at the property line.

**AJ. SANITARY REGULATIONS**

Necessary conveniences, properly secluded from the public observation, shall be constructed where needed for the use of workers on the site. Such conveniences shall be located, constructed and maintained, subject to the approval of the City and the collections therein shall be removed at such times and to such places as it may direct. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the County Health Department.

**AK. BUILDINGS AND OTHER STRUCTURES ENCOUNTERED**

Full responsibility shall be assumed by the Contractor for the protection of all buildings and other structures, public or private, including tracks, pavements, driveways, curbs, poles, signs, hydrants, underground pipes and conduits, catch-basins, man-holes and other structures of every sort that may be encountered in or adjacent to the work.

**AL. PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the restoration of the property. This shall include, but is not limited to, grading the property to a finish grade as established by the City Inspector and completing all backfill with clean fill dirt. When complete, the property shall be level and clear of all debris.

The Contractor shall restore, at his/her own expense, any and all public or private property damaged or injured in consequence of any act or omission on its part or on the part of its employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the City may after forty-eight (48) hours written notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due to Contractor.

**AM. RESPONSIBILITY FOR DAMAGE TO WORK**

The Contractor shall protect its work and materials from damage due to the nature of the work, action of the elements, carelessness of other contractors or general public, or from any cause whatever, until completion and acceptance of the work by the City. Should any damage occur, the Contractor shall repair or replace it at its own expense, and complete the work to the satisfaction of the City.

**AN. PUBLIC SAFETY**

The Contractor shall furnish, erect, and maintain a good and sufficient fence, railing, or barrier around all exposed portions of its work to effectively prevent any accident in consequence of the project operations and to protect the work from damage. When equipment and materials are located within any public right-of-way, the public shall be safe-guarded by suitable and sufficient signs, lights, barricades or other means furnished and maintained by the Contractor.

If any portion of the work is not properly barricaded, signed or lighted by one-half (1/2) hour after sunset, the necessary barricades, signs, and lights may be placed by the City and all costs to the City for such work will be charged to the Contractor. The furnishing, erection and maintenance of barricades, signs and lights by the City shall not relieve the Contractor of its responsibility for the protection of the public, pedestrian or vehicular traffic and the work.

AO. NOTIFICATION TO UTILITIES

The Contractor shall notify all utilities of its intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least two (2) full working days before commencing such excavation or disturbance.

The rights are reserved to both the City and to the owners of public utilities or franchisees to enter upon the work for the purpose of making repairs to their installations and making changes in their installations necessitated by the work.

AP. SUNDAY AND HOLIDAY WORK

No work shall be done on Sundays or upon any days celebrated as Holidays by the City of Mount Clemens, except in case of emergency or to protect work from damage or injury to the public, without advance written request and approval by the City Manager of the City of Mount Clemens. In the event such permission is requested and approved, the sound decibel levels, as contained in Section 15.0961 Mount Clemens City Code which provides for decibel limits based upon zoning classification.

AQ. NIGHT WORK

No work shall be carried on between the hours of 6:00 p.m. to 7:00 a.m., except in case of emergency or to protect the work from damage or injury to the public work that has already been done, without advance written request and approval by the City Manager of the City of Mount Clemens.

AR. UNNOTICED DEFECTS

Any defective work or material that may be discovered by the City before the final acceptance of the work, or before final payment has been made to the Contractor by the City, shall be removed and replaced by work and material which conform to the specifications. Failure or neglect on the part of the City to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

AS. USE OF PROJECT FOR CITY AS PROMOTIONAL TOOL

Use of the name "City of Mount Clemens" or implication that work under the terms of this Contract or Agreement indicates support of the City of Mount Clemens for the Contractor, through any advertising media shall not be done without the advance written permission of the City. Doing so shall constitute a breach of the terms of the Contract or Agreement.



AT. FINAL INSPECTION

As soon as practicable after the completion of all work covered by the Contract, the City Manager shall make the final inspection of the work. If the work is found to comply with all the terms of the Contract, plans and specifications, the City Manager shall accept the completed work with reasonable promptness.

If the work is not acceptable to the City Manager at the time of such inspection, he shall advise the Contractor as to the particular defects to be remedied before final acceptance.

If within a period of ten (10) days after such notification, the Contractor has not taken steps to speedily complete the work as outlined by the City Manager, the City Manager may, without further notice to the Contractor and without in any way impairing the Contract, make such arrangements as may be deemed necessary to have the work completed in a satisfactory manner. The cost of so completing the work may be deducted from any monies due or which may become due to Contractor Use by the City of all or any part of the work before acceptance shall not be construed as acceptance of the part under dispute.

### **3.0 City Background Information**

#### About City of Mount Clemens

The City of Mount Clemens, population 17,312 (2000 U.S. Census), is the county seat of Macomb County, population 813,948 (2003 estimate). Downtown Mount Clemens is where a majority of the county's professional offices are located. It is also where most of the public receives its services from the county including the courts and Register of Deeds.

The downtown is a retail center for the entire county with retail businesses concentrated over eight city blocks within the heart of the city. It is also the entertainment and dining center of Macomb County. Nearly 30 different bars and restaurants are within the proposed service area of the Phase I Wi-Fi project. Daytime population is estimated at 6,500 people with a dining and separate entertainment crowd coming into town in the evenings.

The downtown is also the center of events and activities within the county, drawing over 150,000 people annually to the district. Events range from the Independence Day Fireworks to the annual Bath City Festival.

#### Demographics for City of Mount Clemens

According to the 2000 Census, there are 17,312 residents living within the City that covers 4.22 miles. It is comprised of 7,073 households with a median age of 36.4 years old. According to 2002 MiRealSource data, the average housing costs were \$118,692, and the median household income in 1999 was \$37,856 with a median family income of \$50,518. Over 60% of the homes within the city are owner occupied, and the city's ethnic make-up is 76% white, 20% African-American, and four percent other.

Within the Phase I area of the Macomb County wireless project, there are approximately 800 residents, a marina, and over 125 businesses. There are nearly 30 bars and restaurants operating within the Phase I area including two full service coffee shops. The central business district also includes a wide-variety of retail shops that cater to diverse clientele of shoppers.

#### *Daytime Population*

With Mount Clemens serving as Macomb County's seat of government, the daytime population of the Phase I district is estimated at 6,500 people who use the Downtown on any give weekday. This includes Macomb County employees, downtown businesses, employees, individuals who must conduct business with the county or other downtown businesses, jurors, and shoppers. The Mount Clemens Downtown Development Authority sponsors 17 different events within the downtown district that bring in over 100,000 people to the area. Twenty other events are held within the downtown district drawing over 50,000 other people to the service area throughout the year.

#### *Nighttime Population*

There are nearly 30 taverns and restaurants located within the downtown that cater to a diverse clientele. Within the last ten years, Downtown Mount Clemens has become the

dining and entertainment center of Macomb County. The restaurant options range from fine dining to casual, and they cater to a broad range of ages and culinary interests. The bars and taverns predominately target the under 35 crowd. On Friday and Saturday nights, the most convenient and largest parking lot in the city requires a \$3 entry fee. It regularly turns over all of the over 500 spaces on those nights. During the summer months, an informal classic car cruise-in takes places along Main St. in the Downtown. Up to 100 cars are parked along the street with a large number of spectators coming to look at these vehicles.

#### About Mount Clemens Downtown Development Authority

In 1983 a special Blue Ribbon Committee was appointed to discuss downtown concerns. From recommendations of this committee the Mount Clemens Downtown Development Authority was established in April of 1983.

The Goals and objectives of the DDA as stated in the act is, "to halt property value deterioration and increase property tax valuation where possible in the business district and to eliminate the causes of that deterioration and to promote economic growth".

It is the belief of the DDA that by keeping the economy and vitality of the downtown healthy we also improve property values throughout the entire City of Mount Clemens as well as the quality of life for all of its residents.

The Mount Clemens DDA also endorses and uses the Main Street Approach Management Philosophy of the National Trust for Historic Preservation that was first launched in 1977. This management philosophy has a four pronged approach to downtown management and revitalization. The four elements are Organization, Promotion, Design and Economic Restructuring. By applying the principles of this program, we utilize a time tested tool that has helped hundreds of communities just like Mount Clemens from all over the United States revitalize their downtown area and effectively manage it on an ongoing basis.

## **4.0 Project Schedule/Timelines**

Proper support and management for integration services is considered to be very important. The successful services provider may be required to have a technically qualified on-site project manager available to attend weekly project planning and status review meetings.

### **4.1 The anticipated timelines for this RFP and the project are as follows:**

RFP Release Date:	October 31, 2005
Pre-Bid Meeting:	November 21, 2005 at 2:00 PM
Letter of Intent Due:	December 5, 2005
RFP Questions Cut off:	December 29, 2005 by 5:00 PM
<b>RFP Response Due Date:</b>	<b>January 9, 2006 at 2:00 PM</b>
Potential Interviews:	January 25, 2006
RFP Award Date:	February 13, 2006
Project Kick-off:	March 2006
Completion of Project:	May 31, 2006

All times stated are local times.

The DDA reserves the right to change this schedule. Any changes to the schedule will be notified to all vendors that submit the 'Letter of Intent to Bid'. All proposals that are submitted will be dated and time stamped.

### **4.2 The location for the Pre-bid Meeting and Proposal Submission is:** Mount Clemens Downtown Development Authority, 49 Macomb Place, Mount Clemens MI 48043

The respondent is required to submit four (4) hardcopies (one original & 3 copies) and one non-editable electronic version in Adobe Reader PDF format of their proposal. The submitted hardcopies, clearly marked "MACOMB COUNTY BROADBAND WIRELESS ACCESS – PHASE I RFP Response" must be received and stamped at the above location by the required submission date & time.

### **4.3 Please note that the pre-bid meeting is **optional** and the intent of this meeting would be to provide an overview of this project and address any questions that the vendors may have.**

### **4.4 Administrative and technical questions related to this project should be directed to:**

Mr. Arthur Mullen  
Mount Clemens Downtown Development Authority,  
49 Macomb Place, Mount Clemens MI 48043  
Email: afmullen2@yahoo.com  
Fax: (586) 493 - 7601

Please address all information requests via e-mail or fax only. Verbal requests will not be entertained. To allow adequate time to respond to questions and communicate the responses back to all interested parties, no questions will be accepted from vendors after the stated questions cut off date.

## **5.0 Wireless Network Guidelines**

The DDA does not intend to own or operate the wireless network. The DDA plans to license the use of the collected public assets (such as light poles, city/county buildings etc.) where available to the private partners for them to use in the creation of the wireless network. Because the DDA will not own or operate the network, no specific technologies are being solicited. Instead, a series of guidelines have been identified to assist in the creation of the network. These guidelines are identified in this section.

- 5.1 For Phase-I of this wireless project, the wireless internet service will be primarily in the Mt. Clemens Downtown Area. The expected coverage area is approximately 1 square miles. Phase II Area would cover approximately 4.2 sq. miles, and Phase III would encompass almost the entire county, which measures 482 sq. miles. The coverage area required by this proposal and the envisioned coverage areas are illustrated in the Appendix A.
- 5.2 The DDA does not intend to own or operate the wireless network. *However, based on the viability of the proposal, the DDA may provide limited financial assistance or like services in the creation of this network.* Beyond this initial assistance, the remaining capital and recurring costs associated with this project will be responsibility of the network operator.
- 5.3 The award of this RFP to the successful respondent should not be construed as a guarantee for revenue. To create awareness of this network, the DDA will provide assistance in promoting and marketing this network. There are no guarantees that the DDA would purchase any of the services to be provided by the network provider nor will it provide market protection or an exclusivity clause.
- 5.4 The intent of the RFP process will be to facilitate access to the public assets mentioned in this RFP. It is expected that the facilitated access will reduce the upfront expenditure and deployment time and allow the selected network provider to capture a market. The City of Mt. Clemens Downtown Development Authority (DDA) will collect, pool, and facilitate access to the public assets. A listing of the public assets that could be potentially used by the successful vendor will be provided as and when available.
- 5.5 It is expected that the DDA will license the use of collected public assets to the successful network provider on a non-exclusive, non-interfering (i.e., with any other site users rights or other communications networks) basis. In addition, the successful network provider shall not have any permanent or exclusive rights to these public assets. While it is the intent of the DDA to assist the network services provider with access the public assets, it should be noted they shall not have any permanent or exclusive rights to these public assets. Although it is not envisioned to be a common occurrence, the network services provider should anticipate possible equipment "re-locations" due future public needs for any licensed assets

- may change over time. The relocation of the equipment will be responsibility of the network services provider. Prior sufficient notice will be provided to the services provider and the DDA will try to assist in facilitating any such relocations.
- 5.6 Wireless Internet Providers will be allowed to sell, and profit for providing wireless access to subscribed consumers.
- 5.7 A portion of the wireless internet bandwidth will be free to all residents, businesses and visitors for the specified coverage area. A description the “free” service offerings, including their upstream and downstream transmission speeds and method of access will be provided with the response.
- 5.8 A description the fee based service offerings, including their upstream and downstream transmission speeds and method of access will be provided with the response.
- 5.9 If there are to be any restrictions of network traffic for either free or fee based services, the vendor will describe these restrictions. Restrictions could include the use of VPN, network security threats (port scanning), email, filtering (access to certain internet sites), or others uses or practices the vendor may wish to restrict or regulate.
- 5.10 The DDA will not assist or assume any role in determining the rate or fee structure to be charged by the network services provider for the services provided. The respondent shall describe its efforts at marketing/promoting the network once installed. To create awareness of this network, the DDA will provide assistance in promoting and marketing this network. Marketing of the wireless services and the fee structure will be the responsibility of the network services provider.
- 5.11 The network will be accessible with standard based consumer available wireless technologies. While it is not the intent of this bid to require specific technologies, respondents are encouraged to support off-the-shelf technologies such as IEEE 802.11 a/b/g. The respondent will describe the wireless technologies supported by their network. The respondent will also outline the client requirement necessary to access this network.
- 5.12 It is desirable but not a mandatory requirement for the support of seamless, in-motion usage throughout the desired coverage area(s). This may include the ability for subscribers to maintain “session-level” persistence while the subscriber’s device is in motion. The speeds up to which connectivity and session level persistence will be maintained will be described by the respondent.

- 5.13 The network services provider is required to state the type of devices that will be supported by their network i.e. support for wireless access from desktop PCs, laptop PCs, Tablet PCs, handheld / PDA devices, mobile phones, or other devices with appropriate wireless protocols.
- 5.14 As a part of the response, the network services provider should provide a verbal and/or pictorial description that would include an overview of the anticipated captive portal and login process.
- 5.15 The antennas/towers/masts will be electrically grounded according National Electric Code (NEC), network equipment manufacturer, and towers/masts equipment manufacturer specifications. Any violations will be the responsibility of the network services provider.
- 5.16 The antennas/towers/masts will be installed according to the wind loading specifications as recommended by the manufacturer and any codes and/or regulations that may exist within the city.
- 5.17 Prior to the installation of any Antennas/towers/masts to any of the public assets, written authorization would be required from the city. Any Antennas/towers/masts will be installed to a public asset will not compromise the integrity of the structure or interfere with the current functionality of the structure. Any structural damages that may occur due to the negligence of the vendor will be repaired at the expense of the vendor.
- 5.18 The network services provider will be responsible for provide the backhaul connectivity i.e. connectivity from the wireless network to an Internet Services Provider (ISP). The bandwidth and connectivity speeds for the backhaul network and the interconnect to the ISP will be clearly stated by the respondent.
- 5.19 The wireless network will be accessible both outdoor and indoor. Included in Appendix A of this RFP is map of the downtown area of the City of Mount Clemens. An electronic version of this map may also be made available at a later date. The respondent will be required to identify the areas where the wireless network services will be available and for these identified areas, the estimated bandwidth / throughput will also be stated. The wireless access will provide coverage indoors of a building. It is understood that the coverage area and the available bandwidth / throughput will be dependent on factors outside the control of the services provider such as the external and internal structures (building / wall types, equipment). The respondent will provide guidelines on the expected coverage area and bandwidth / throughput available. For additional indoor access, the respondent will identify the additional equipment that may be required by the consumer.
- 5.20 The provisioned network equipment shall be compatible with field conditions experienced in the County. The hardware will have the ability to deal with



extreme outdoor weather conditions (temperatures, moisture, dust/dirt, wind, etc.). Since the proposed hardware may be mounted on city decorative light poles, the vendor will be required to provide a description of the aesthetics (dimensions and color) of the devices that will be used on this network. Photos, physical characteristics, and power requirements for all proposed wireless internet hardware must be included.

- 5.21 The respondent is to provide a narrative description on the redundancy that would be available on the network e.g. if an access point serving a certain geographic area were to fail, how will that area be covered until maintenance is conducted on the failed unit. Included in this description should be a detailed methodology for handling incremental hardware and related technology replacements.
- 5.22 The respondent is to provide a narrative description on the security services that would be provided on the network to ensure data privacy and integrity.
- 5.23 The respondent will be required to include with their response a description of their maintenance and technical support services. The vendor will provide a description of the trouble-ticket process, support hours of operation, help desk call triaging, diagnosis and response times, help desk access methods (telephone, email and web), user account creation and management, technical support resolution, billing or invoice problem resolution.
- 5.24 The proposal must also include and where possible describe any wholesale wireless technology upgrades that will be provided over the next five (5) years. It is required that the network will be updated to maintain compatibility with new technologies as they become available and standardized through incremental hardware and software technology upgrades and replacements. Description of how to expand system capacity as needed by traffic or technology changes should be described.
- 5.25 The respondent shall disclose any recurring or non-recurring costs that the City of Mount Clemens may directly or indirectly incur as a result of this project. As mentioned earlier, the intent of the DDA is not to be a part of any recurring expenses. The City and the DDA will not/cannot be responsible for any incurring costs.
- 5.26 At a minimum, the respondent will be responsible for the following services:
  - Detailed site survey.
  - Permitting fees and processes to comply with local, state, and federal organizations. The successful respondent shall give notices to authorities and shall comply with all federal, state, local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work required. The contractor shall also obtain all permits and licenses required for the performance of work under this contract. The

contractor shall perform all work in accordance with applicable permits and licenses. The permitting process and any fees associated with this compliance would be responsibility of the respondent

- Comply with the Federal Communications Commission (FCC) and the Federal Aviation Authority (FAA) regulations and limitations. The permitting process and any fees associated with this compliance would be responsibility of the respondent.
- Wireless network architecture, design, and hardware procurement services
- Network configuration and deployment plans
- Installation and/or configuration of towers/masts/antennas
- Provide backhaul connectivity
- Conduct testing of the network
- Technical support services for subscribers
- Maintenance of provisioned equipment for the wireless network

5.27 The respondent will be required to submit a sustainable business model supporting use of the wireless network services for the next five years.

5.28 The respondent will be required to include with their response a detailed implementation plan and project timeline. The respondent will also identify and challenges and/or obstacles for this project.

5.29 The City of Mount Clements DDA may consider alternative proposals other than as described in this RFP as long as the objectives are met. The respondent may also provide multiple proposals, as long as the final objectives of this project are met.

5.30 If the respondent has any exceptions to any of the terms, conditions, or requirements of this RFP, they must be clearly stated. If any exceptions are taken, an explanation must be made giving in detail the extent of the exception and the reason for it. Failure on the part of the respondent to list exceptions as instructed above will be interpreted that the respondent has taken no exceptions and that the offering is in complete conformance terms, conditions, and requirements of this document.

5.31 The respondent will be responsible for all costs incurred in the development and submission of this proposal. The City of Mount Clemens DDA shall not be legally bound until City of Mount Clemens DDA and the selected respondent have executed a written contract for performance of work.

5.32 An outline of the proposal description that should be submitted is provided in Appendix C.

## **APPENDIX A**

### **MAPS**

The following information is included in this RFP:

- a. Coverage area for the Mount Clemens Downtown area
- b. Map of city of Mount Clemens
- c. Map of Macomb County
- d. Inventory of public assets – May be made provided if and when available

If additional information is required by the vendor, the vendor will have to make a **written** request. The written request for additional information may be made by email, fax or USPS mail. All written request should be addressed to:

Mr. Arthur Mullen,  
Mount Clemens Downtown Development Authority,  
49 Macomb Place, Mount Clemens MI 48043  
Email: afmullen2@yahoo.com  
Fax: (586) 493 - 7601

The DDA will acknowledge receipt of emails by return email.

The Mt. Clemens DDA will evaluate each request and if deemed appropriate, additional information may be released to all of the vendors via an addendum. The DDA reserves the right to modify any of the information that will be provided to the vendors. All requests for any additional information must be done prior to the RFP Questions Cut off date. Please refer to Section 4.0 of the RFP for timeline details.

If any additional information that is released to the vendors is considered to be confidential or sensitive in nature, vendors may be required to submit a Non-Disclosure Agreement (NDA) prior to the receipt of such information. A sample NDA form is included in Appendix B.

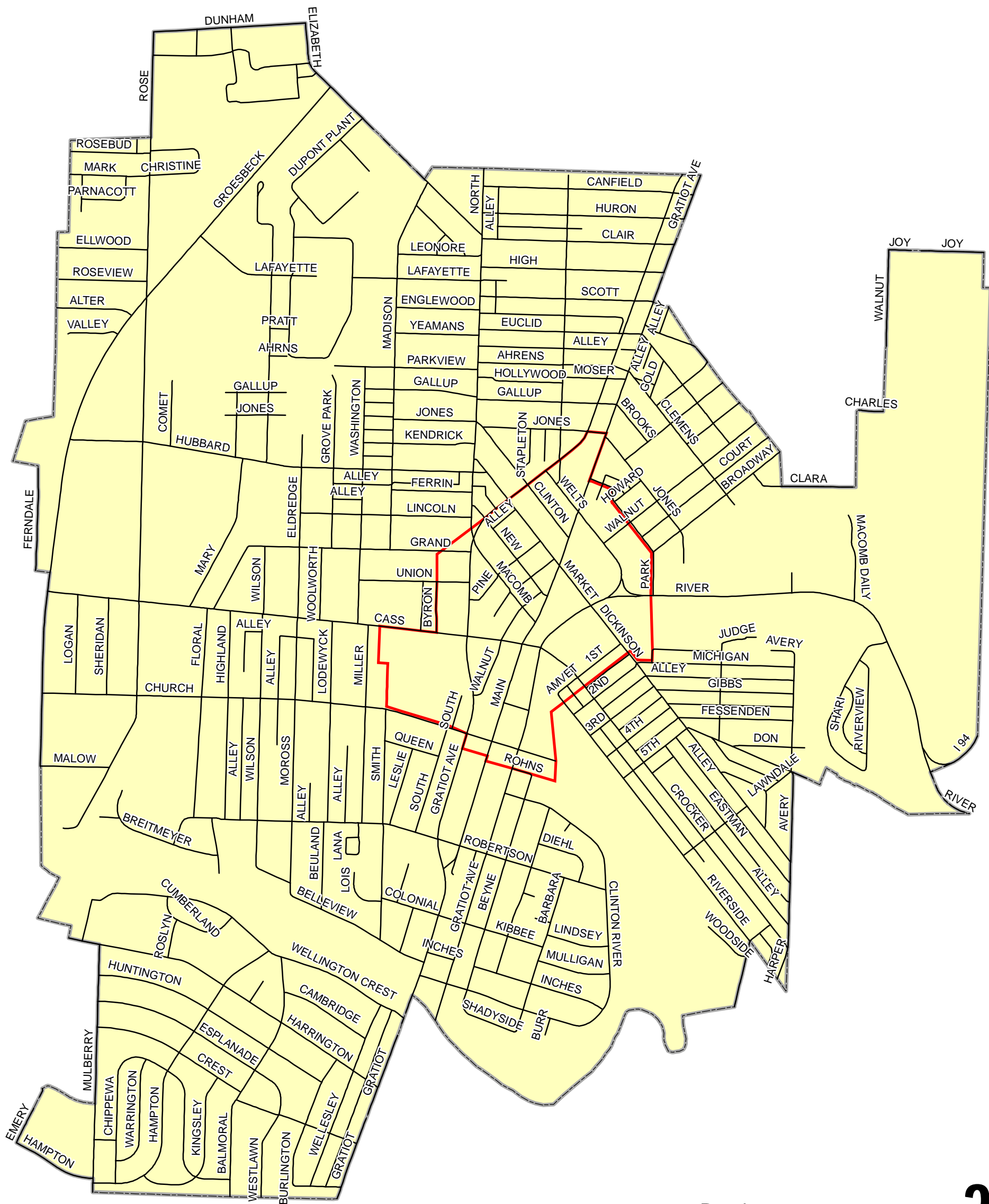


# Mount Clemens Wireless Project

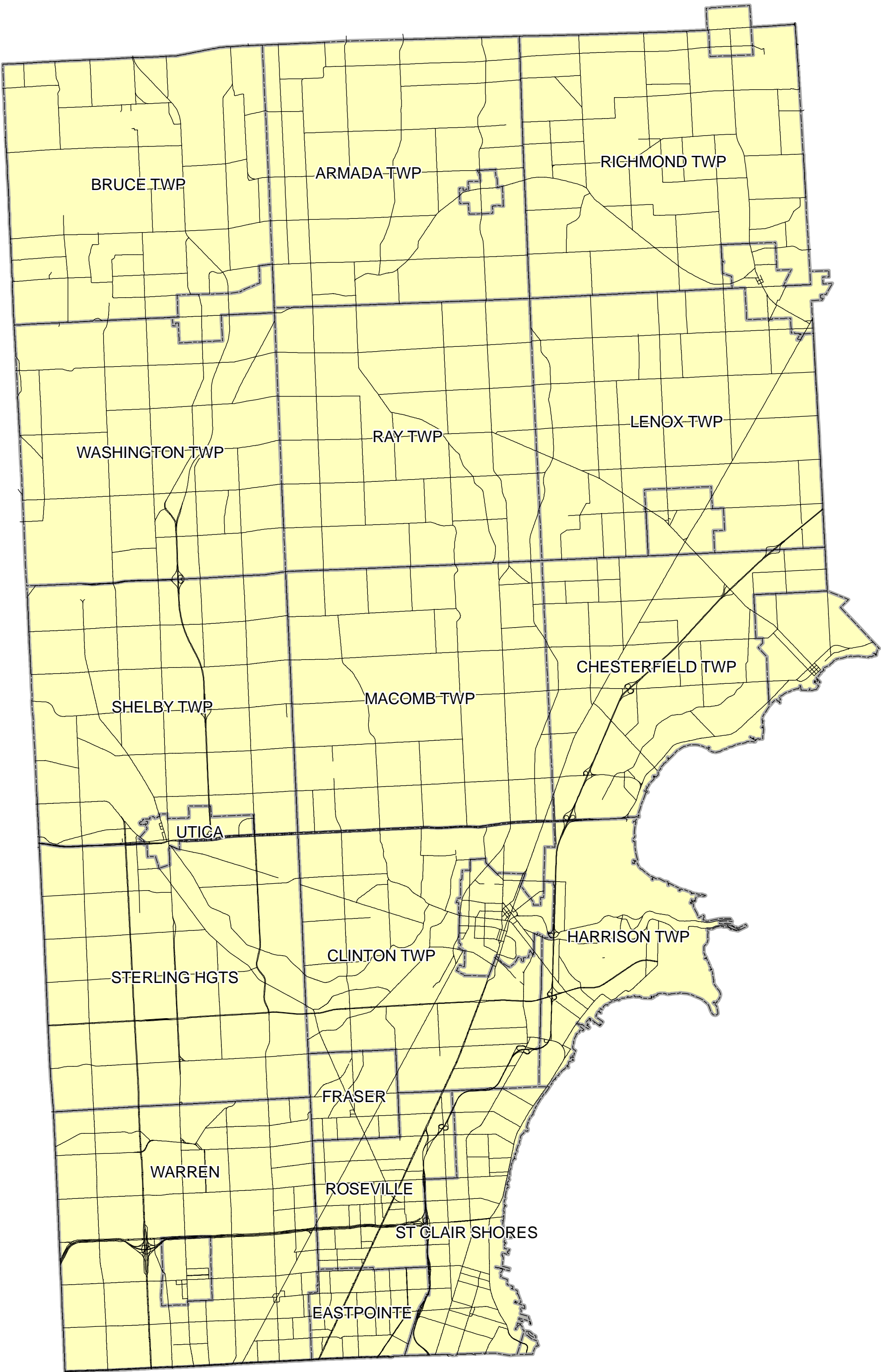




# Mount Clemens Road Network



- Roads
- Mount Clemens Boundary
- Wi - Fi Project Boundary



BRUCE TWP

ARMADA TWP

RICHMOND TWP

WASHINGTON TWP

RAY TWP

LENOX TWP

SHELBY TWP

MACOMB TWP

CHESTERFIELD TWP

UTICA

CLINTON TWP

HARRISON TWP

STERLING HGTS

FRASER

WARREN

ROSEVILLE

ST CLAIR SHORES

EASTPOINTE

**APPENDIX B**  
**INTENT TO BID – Broadband Wireless Access**  
**Mount Clemens Downtown Development Authority**

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It is the intent of the Mount Clemens Downtown Development Authority (DDA) to issue this Request For Proposal (RFP) for a for the design, integration, operation, management, and maintenance of an internet services network using the wireless technology. For the anticipated schedule for this RFP please refer to the main document. The DDA reserves the right to make no award under this RFP, and the right to cancel this RFP or any portion thereof.

This Intent to Bid form is to be completed by vendors who are interested in responding to this RFP and would like to receive additional information such as addendums or additional information as released.

**Please Return this form to:**

Mr. Arthur Mullen,  
Mount Clemens Downtown Development Authority,  
49 Macomb Place, Mount Clemens MI 48043  
Email: afmullen2@yahoo.com  
Fax: (586) 493 - 7601

This Intent to Bid form must be received at the above address no later than December 5, 2005 at 5:00 P.M. local time to enable you to stay on the mailing list for responses to questions, revisions to the RFP, or announcement of formal meetings.

**Proposed Bidder:**

Company:	
Contact Name:	
Contact Title:	
Mailing Address:	
Phone:	
Fax:	
Email Address:	

This form may be returned by email, fax or USPS mail. The DDA will acknowledge receipt of emails by return email.

**APPENDIX B**  
**NON-DISCLOSURE AGREEMENT (NDA) – Broadband Wireless Access**  
**Mount Clemens Downtown Development Authority**

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This Agreement is effective this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ is by and between PROVIDER and RECIPIENT, each defined below.

<b>PROVIDER Organization:</b>	Mount Clemens DDA
<b>Address:</b>	Mount Clemens Downtown Development Authority, 49 Macomb Place, Mount Clemens MI 48043
<b>PROVIDER Contact</b>	Arthur Mullen

<b>RECIPIENT Organization:</b>	
<b>Address:</b>	
<b>RECIPIENT Contact</b>	

WHEREAS, PROVIDER has certain technical/geographic information described below which shall hereinafter be referred to as "CONFIDENTIAL INFORMATION";

<b>CONFIDENTIAL INFORMATION:</b>	<ul style="list-style-type: none"><li>Any additional content that may be provided by the Mt Clemens DDA that would be deemed sensitive or confidential information. Any such information will be clearly communicated.</li></ul>
----------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

WHEREAS, RECIPIENT is interested in examining the CONFIDENTIAL INFORMATION solely for the PURPOSE, defined below;

<b>PURPOSE:</b>	To achieve the goal as stated in this RFP.
-----------------	--------------------------------------------

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. PROVIDER, through its employee, the PROVIDER Contact, shall disclose CONFIDENTIAL INFORMATION to RECIPIENT, through its employee, the RECIPIENT Contact, to enable RECIPIENT to fully evaluate such disclosure solely for the PURPOSE. CONFIDENTIAL INFORMATION shall be indicated as confidential at



the time of disclosure.

2. RECIPIENT agrees to accept the CONFIDENTIAL INFORMATION and to employ all reasonable efforts to maintain the CONFIDENTIAL INFORMATION as secret and confidential, such efforts to be no less than the degree of care employed by RECIPIENT to preserve and safeguard RECIPIENT's own confidential information. The CONFIDENTIAL INFORMATION shall not be disclosed or revealed to anyone except employees of RECIPIENT who have a need to know the CONFIDENTIAL INFORMATION for the PURPOSE and who agree to be bound by the terms of this Agreement.

3. It is hereby acknowledged by PROVIDER that RECIPIENT shall incur no liability merely for examining and considering the CONFIDENTIAL INFORMATION. However, RECIPIENT agrees that it will not use the CONFIDENTIAL INFORMATION for any purpose other than the PURPOSE without the prior written consent of PROVIDER.

4. RECIPIENT's obligations under Paragraphs 2 and 3 above shall not extend to any part of the CONFIDENTIAL INFORMATION:

- (a) that can be demonstrated to have been in the public domain or publicly known and readily available to the trade or the public prior to the date of the disclosure; or
- (b) that can be demonstrated, from written records, to have been in RECIPIENT's possession or readily available to RECIPIENT from another source not under obligation of secrecy to PROVIDER prior to the disclosure; or
- (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by RECIPIENT; or
- (d) that is subsequently disclosed to RECIPIENT by a third party who is not under an obligation of confidentiality to PROVIDER; or
- (e) that is required by any law, regulation, or order of court to be disclosed by RECIPIENT. Prior to disclosing proprietary or CONFIDENTIAL INFORMATION of the PROVIDER, the RECIPIENT shall first notify and provide it an opportunity to prevent disclosure.

5. RECIPIENT's obligations under Paragraphs 2 and 3 shall extend for a period of five (5) years from the effective date of this Agreement.

6. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to RECIPIENT of any license or other rights under any patent, patent application, or other intellectual property right or interest belonging to PROVIDER, or as permitting RECIPIENT to unfairly obtain the right to use any CONFIDENTIAL INFORMATION which becomes publicly known through an improper act or omission on its part.

7. Neither party shall use the name of the other or any contraction or derivative thereof or the name(s) of the other party's faculty members, employees, or students, as applicable, in any advertising, promotional, sales literature, or fundraising documents without prior written consent from the other party.

8. The terms of this Agreement supersede any previous non-disclosure agreements or any other preliminary representations or understandings that have been entered into by the parties to this Agreement with regard to the subject CONFIDENTIAL INFORMATION.

We agree to examine and consider the subject matter of the CONFIDENTIAL INFORMATION on the foregoing basis.

**PROVIDER**

By: \_\_\_\_\_

Printed: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREED AND ACCEPTED:**

DDA Contact

By: \_\_\_\_\_

Printed: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RECIPIENT**

By: \_\_\_\_\_

Printed: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COMPANY/VENDOR Contact

By: \_\_\_\_\_

Printed: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX C**

### **PROPOSAL DESCRIPTION**

A general overview of the project scope associated with this RFP is to be provided by the bidder. The project scope should at a minimum provide the following information:

- Section 1: Introduction and Executive Summary
- Section 2: Technical Architecture of the proposed network.  
Scalability of the network to expand the coverage area.
- Section 3: Business Model or Network Sustainability
- Section 4: Previous experience description with references
- Section 5: Project Implementation and timelines
- Section 6: Maintenance and Support Services
- Section 7: Company legal status (corporation, LLC, partnership etc.) and background information
- Appendix:
  - List of exceptions
  - Detailed specification of products to be used
  - Expected coverage areas. Expected speeds in the coverage areas for paid subscribers
  - Other relevant information

In addition, the following may need to be completed and submitted by the successful vendor:

- Appendix D - Hold Harmless Agreement
- Appendix E - Certification Of Insurance
- Appendix F - Performance Bond
- Appendix G - Contract

## **APPENDIX D**

### **HOLD HARMLESS AGREEMENT**

The contractor/bidder shall sign the following hold harmless agreement (written on company letterhead). Failure to do so shall constitute failure to execute the contract, and shall result in the forfeiture of the contractor's bid bond.

#### **HOLD HARMLESS AGREEMENT**

"To the fullest extent permitted by law, the contractor, (the name of contracting party) agrees to defend, pay in behalf of, and hold harmless the City of Mount Clemens, its elected and appointed officials, employees and volunteers and others working in behalf of the city; against any and all claims, demands, suits, or loss, including all costs therewith, including attorney fees, for any damages which may be asserted, claimed or recovered against or from the City of Mount Clemens, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Mount Clemens, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract."

CONTRACTOR/COMPANY

OWNER/AUTHORIZED

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

## **APPENDIX E**

### **INSURANCE CERTIFICATE SUBMITTAL**

CITY OF MOUNT CLEMENS  
Department of Public Services

**TO WHOM IT MAY CONCERN:** the City of Mount Clemens receives numerous incorrectly completed insurance certificates. It is strongly advised that contractor's work closely with their insurance companies to follow the procedure outlined herein.

Please review the insurance requirements as outlined in the "General Contract Provisions", Section J, Sub-sections 1-9. Following these steps will help insure proper submittal of insurance forms.

1. Check limits required in each category.
1. Sub-section 4, stipulates that the Commercial General Liability and the Motor Vehicle Liability Coverage shall include a statement as to additional insureds. It shall be written as follows:

"It is understood and agreed that the following shall be Additional Insureds: The City of Mount Clemens, and including all elected and appointed of officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.

This coverage shall be primary to the Additional Insureds, and not contributing with other insurance or similar protection available to the Additional Insureds, even though other available insurance be primary, contributing and excess."

2. Cancellation notice must be as per Sub-section 5. A copy of the endorsements to your policies are to be attached to the Certificate of Insurance, or the Certificate must have the words **"ENDEAVOR TO"** and **"FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES."** stricken from the certificate. Endorsement or attachment shall read:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder herein named below."

Certificate holder shall be "City of Mount Clemens" and mailed to One Crocker Boulevard, Mount Clemens, Michigan 48043.

In the event your insurance carrier has any questions relative to this requirement, that, prior to submission of your bid to the City, a copy of your insurance certificates and bonding (surety) company be mailed or FAXED for review to:

City of Mount Clemens  
Attention: Purchasing Department  
One Crocker Boulevard  
Mount Clemens, Michigan 48043  
FAX: (586) 469-7014

**APPENDIX F**

**PERFORMANCE BOND**  
(TO BE ON COMPANY LETTERHEAD)

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned:  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Sureties, are hereby held and firmly bound  
unto the CITY OF Mount Clemens, MICHIGAN in the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the  
United States, for the payment of which we hereby jointly and severally bind ourselves,  
our heirs, executors, administrators, successors and assigns this \_\_\_\_\_ day  
\_\_\_\_\_, 200\_\_.

WHEREAS, the above bounded Principal has entered into a certain written contract  
with the above named City of Mount Clemens, Michigan dated \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, for the purpose of \_\_\_\_\_  
\_\_\_\_\_ which contract is  
hereby referred to and made a part hereof as fully and to the same extent as if the same  
were entirely written herein,

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the  
work to be preformed thereunder or the specifications accompanying the same shall in  
anyway affect its obligations on this bond, and it does hereby waive notice of any such  
change, extension of time, alteration or addition to the terms of the contract or to the  
work or to the specifications.

NOW, THEREFORE, the conditions of the above obligation is such that if the Principal  
shall fully perform the annexed contract according to the terms thereof, or as such terms  
may be changed or modified by mutual agreement, and shall guarantee all work  
furnished against all defects and incidental damage to other property for a period of one  
(1) year following final acceptance of the work, then this obligation shall be void,  
otherwise the same shall remain in full force and effect.

This bond is provided in compliance with and subject to the provisions of Act 213 of the  
Public Acts of Michigan for 1963, as amended by Act 351 of the Public Acts of Michigan  
for 1972.

Witnessed:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Principal

## **APPENDIX G**

### **SAMPLE CONTRACT FORM** (MAY BE MODIFIED FOR PARTICULAR PROJECT) **CITY OF MOUNT CLEMENS, MICHIGAN**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_,  
by and between the City of Mount Clemens, a municipal corporation, in the County of  
Macomb and the State of Michigan, herein referred to as the CITY, and  
\_\_\_\_\_, located \_\_\_\_\_ at  
\_\_\_\_\_, herein after referred to as the  
CONTRACTOR.

WITNESSETH:

WHEREAS the CITY has heretofore advertised for bids for a  
\_\_\_\_\_ located at \_\_\_\_\_, within the  
corporate limits of the City of Mount Clemens, and in connection therewith has  
prepared certain instructions to bidders and specifications, and

WHEREAS the CONTRACTOR has made a bid in accordance with such advertisement,  
in the amount of \_\_\_\_\_ \$ \_\_\_\_\_  
for description of project) and which bid has been accepted by the CITY.

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties  
hereto, all as hereinafter set forth, it is agreed by and between said parties as follows:

1. It is mutually agreed by and between the parties that the documents consisting of advertisement for bids, Instructions to Bidders, general specifications, bid proposal, Bid Bond, Contract, Performance Bond, Plans and other documents mentioned in connection with the award of the bid for this project and the CONTRACTOR'S bid shall be incorporated herein by reference, and shall become a part of this contract, and shall be binding upon both parties hereto. If any of the documents are in conflict with another, the general specifications shall take precedence.
2. The CONTRACTOR agrees that it will apply for and secure all permits and approvals as may be required from the City of Mount Clemens in accordance with the provisions of applicable ordinances of said CITY, State of Michigan or federal agencies.
3. The CITY agrees it will, upon satisfactory performance of construction under provisions of this contract, and applicable ordinances of the City of Mount Clemens, pay to the CONTRACTOR the amounts specified in its proposal.



4. To the fullest extent permitted by law, CONTRACTOR agrees to defend and hold harmless the CITY, its several departments, agents, and employees in connection with the performance of its duties hereunder, and agrees to secure and keep in force at CONTRACTOR'S expense, public liability insurance, property damage insurance, Worker's Compensation insurance, Builder's Risk Insurance and Michigan No-Fault insurance, all as required under the instructions to bidders and general specifications. The CITY shall be named as an insured on all policies of insurance. The CONTRACTOR shall provide a Certificate of Insurance evidencing coverage of all special insurance to the CITY prior to initiation of the terms of this agreement.
5. The CONTRACTOR has filed with the CITY a Performance Bond or Irrevocable Letter of Credit for the term of the contract or agreement and said bond or letter of credit is incorporated herein by reference, and made a part of the contract or agreement. Further such surety or bonding company is acceptable to the CITY and is executed on the form provided by the CITY.
6. If CONTRACTOR fails to perform its obligations hereunder, the CITY may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
7. The CONTRACTOR shall hire personnel of good character and fitness to perform the duties under this agreement. The CONTRACTOR shall, when applicable, comply with the requirements of all Federal, State and local laws and ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and will not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin.
8. Nothing contained in this agreement shall be held to constitute the parties hereto as partners, nor authorize either of said parties to contract any debt, liability or obligation for or against or on behalf of the other party to the agreement, other than as specifically stated herein. Neither the CITY nor the CONTRACTOR shall be considered or construed as the agent of the other nor shall either have the right to bind the other in any manner whatsoever, and this agreement shall not be construed as a contract of agency.
9. The CONTRACTOR shall be, throughout the term of this agreement, an independent contractor, and as such shall be liable for its own actions and neither the CONTRACTOR nor its employees shall be construed as employees of the CITY.
10. If subsequent to entering into the contract a CITY official, his or her spouse, child or parent, shall become directly or indirectly interested in the contract, the CITY

shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the CITY has given notification of the disqualifying interest. The CITY official shall have no vote on any issue involving the contract during the thirty (30) day period.

11. Any disputes arising under this Contract shall be settled either by commencement of a suit in Macomb County Circuit Court or by compulsory arbitration, at the election of the City. If the Contractor feels aggrieved, the Contractor shall advise the City, in writing of any dispute arising out of this Contract and shall demand that the City elect that the dispute is to be resolved by submitting it to compulsory arbitration or by the commencement of a suit in the Macomb County Circuit Court or any other court having jurisdiction. The City shall make its election within 30 days from the receipt of such notice.

If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one (1) arbitrator and the two (2) thus appointed appointing a third. The Macomb County Circuit Court or any court having jurisdiction may render a judgment upon the award of the arbitrators.

In the event that the City elects not to have the matter in dispute arbitrated or fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in Macomb County Circuit Court. In the event that the City feels aggrieved, it shall elect the method of resolving its dispute by either demanding that the matter be arbitrated or by filing a suit in the Macomb County Circuit Court.

12. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties and the CONTRACTOR is in receipt City-issued Purchase Order covering the project indicated on the Request for Proposals.
13. This agreement shall be binding upon, and apply and insure to the benefit of the parties hereto and their respective successors or assigns.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties execute this Agreement.

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

CITY OF MOUNT CLEMENS:

\_\_\_\_\_  
Quinnie Cody, Mayor

\_\_\_\_\_  
Lynne Kennedy, City Clerk

CONTRACTOR:

\_\_\_\_\_  
By:

Its:

APPROVED:

\_\_\_\_\_  
Director of Community Development

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

APPROVED AS TO AVAILABILITY OF  
FUNDS:

\_\_\_\_\_  
Director of Finance

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
City Manager

**End of RFP**